

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION

THE GILLETTE COMPANY)	
)	
Plaintiff,)	Civil Action No. 1:14-cv-418
)	
vs.)	Judge Timothy S. Black
)	
JUBA RAZORS, et al.)	
Defendants.)	
)	

CONSENT JUDGMENT
REGARDING PLAINTIFF THE GILLETTE COMPANY AND DEFENDANT JUBA
RAZORS

WHEREAS, Plaintiff The Gillette Company ("Gillette") and Defendant Juba Razors ("JUBA") are currently involved in the above-captioned patent infringement lawsuit; and
WHEREAS, Gillette and JUBA are desirous of resolving their disputes without further litigation, have settled their differences, and as part of Confidential Settlement Agreements, have agreed to the entry of this Consent Judgment;

NOW THEREFORE, the Court being fully apprised, it is HEREBY ORDERED, ADJUDGED AND DECREED as follows:


1. This Court has subject matter jurisdiction over this action and the claims for relief asserted in Gillette's Complaint, and personal jurisdiction over the parties;
2. The Gillette Company is a corporation licensed in the state of Delaware, with its principal place of business at One Gillette Park, Boston, Massachusetts 02127.
3. Defendant Juba is an unincorporated entity owned and operated by David Seline, located at 1700 Aviara Parkway, PO Box 131762, Carlsbad, CA 92011.

4. Gillette is the owner of the entire right, title, and interest in, to and under certain U.S. Patents, including: (1) U.S. Design Patent No. 422,751 (the “751 Patent”); (2) U.S. Design Patent No. D531,518 S (the “518 Patent”); (3) U.S. Design Patent D533,684 (the “684 Patent”); (4) U.S. Design Patent No. 604,904 (the “904 Patent”); and (5) U.S. Patent No. 5,813,293 (the “293 Patent) (sometimes collectively referred to as the “Fusion® and Mach® Patents”).
5. Defendant JUBA admits that the ‘518 Patent, ‘684 Patent, ‘904 Patent, and ‘293 Patent are valid and enforceable in all respects, and that the ‘751 Patent was valid and enforceable in all respects at times material to this litigation, until its expiry on April 11, 2014.
6. Gillette and JUBA have entered into a Confidential Settlement Agreements dated and effective as of February 9, 2015, resolving all disputes and claims between the parties, including issues of past damages, costs and attorneys’ fees.
7. In accordance with the terms of the Confidential Settlement Agreements, Defendant JUBA agrees that it shall not directly or indirectly aid, assign, or participate in any action on behalf of an accused infringer, or a party seeking a declaratory judgment of non-infringement, or contesting the validity of any of the Fusion® or Mach® Patents or any other intellectual property owned by Gillette.
8. In accordance with the provisions of the Confidential Settlement Agreement, JUBA shall terminate all manufacture, offers for sale, sale, and use of its current razor cartridges and cartridge containers incorporating the designs protected by any of the Fusion® and/or Mach® Patents, and is hereby permanently enjoined, in the absence of a license, from

making, offering for sale, selling and using such products, and variations thereof, during the enforceable life of each of the Fusion® and Mach® Patents.

9. The Court retains jurisdiction over Gillette and JUBA for enforcing this Consent Judgment and the Confidential Settlement Agreements.

Dated: 2/11, 2015



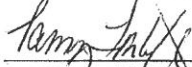
United States District Judge

The foregoing Judgment is hereby consented to and approved by:

THE GILLETTE COMPANY

By its attorneys

DINSMORE & SHOHL, LLP

By: 

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JUBA-RAZORS

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